

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Mark Ridley-Thomas**  
Second District

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Third District

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Fourth District

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Fifth District

December 14, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**John F. Schunhoff, Ph.D.**  
Interim Director

**Gail V. Anderson, Jr., M.D.**  
Interim Chief Medical Officer

**APPROVAL OF AMENDMENT TO AGREEMENT WITH LOS ANGELES  
BIOMEDICAL RESEARCH INSTITUTE  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

**SUBJECT**

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health*

*through leadership,*

*service and education.*

Request approval of an Amendment to extend the Agreement with Los Angeles BioMedical Research Institute for the provision of Medical Research and Education Services at Harbor-UCLA Medical Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 5 to Agreement No. H-201979 with Los Angeles BioMedical Research Institute (LA BioMed), effective upon Board approval, to extend the term of the Agreement for the period of January 1, 2011 through June 30, 2012, at no cost to the County, for the continued provision of medical research and education services at Harbor-UCLA Medical Center (H-UCLA MC) and to update Agreement provisions.

2. Delegate authority to the Interim Director, or his designee, to execute up to two additional amendments to extend the term of the Agreement for up to 12 months each through June 30, 2014, upon approval of County Counsel, Chief Executive Office, and written notification to your Board.



## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Amendment to the Agreement with LA BioMed, substantially similar to Exhibit I, to extend the term of the Agreement for 18 months to continue the administration of the grant-funded research and education projects on the H-UCLA MC campus. The current Agreement expires December 31, 2010. The Amendment will also update and add certain Board-required provisions, and revise the Agreement to formalize current practices e.g.: LA BioMed's purchase of therapeutic and diagnostic procedures from H-UCLA MC as needed for research purposes and to reflect the current space allocation as it relates to LA BioMed. H-UCLA MC and LA BioMed share space in several locations on the campus. An inventory of space assignment had not been done since 1995 and there have been several changes as both LA BioMed and H-UCLA MC have added and replaced various buildings. In addition, since 1995, a third and fourth ground lease have been completed and are being added to the Agreement.

Approval of the second recommendation will allow the Department of Health Services (DHS) to further extend the current Agreement pending completion of a Master Plan for H-UCLA MC which is projected to be completed by June 2014. Extensions will only be executed to ensure the Agreement coincides with and is informed by your Board's adoption of a Master Plan for H-UCLA MC. Once the Master Plan has been completed and approved, a longer term agreement with LA BioMed will be recommended for your Board's approval.

## **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

There is no County cost or money exchanged under this Agreement. LA BioMed provides in-kind services that both parties agree to offset the value of the space and space support services provided by H-UCLA MC.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

LA BioMed has a long history of administering research and education projects at H-UCLA MC. The non-profit corporation was initially established in 1952 and has undergone several corporation name changes over the years. The current Agreement with LA BioMed (formerly known as The Research and Education Institute, Inc.) was approved by your Board on June 2, 1992, with an agreement term through June 30, 2000, and provisions for a ten year automatic renewal through June 30, 2010. Subsequent amendments updated provisions of the Health Insurance Portability and Accountability Act of 1996 and other provisions. The Agreement allows LA BioMed to use space at H-UCLA MC to conduct its grant-funded research and education programs.

LA BioMed continues to obtain grant funds and provides research and education projects that benefit the delivery of health care to County patients. Quarterly and annual reports are submitted documenting the agreed upon in-kind services.

On June 15, 2010, a motion from your Board was approved to extend this Agreement for six months for the period of July 1, 2010 to December 31, 2010, to provide time to continue with the negotiations

of certain Agreement provisions and changes to the space allocated to LA BioMed.

The amendment addresses the continued use by LA BioMed of the General Clinical Research Center (formerly known as the Clinical Study Center) at the main hospital building and other areas of the campus of H-UCLA MC for research purposes, the provision of therapeutic and diagnostic procedures by H-UCLA MC on LA BioMed research patients for reimbursement at cost, and the update and addition of contract terms as updated by the County and as a result of negotiations between the parties.

County Counsel has reviewed and approved Exhibit I as to form.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will provide for a continued collaboration between DHS and LA BioMed in the administration of vital research projects which benefit County patients.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff", with a stylized, cursive script.

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:ev

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

MEDICAL RESEARCH AND EDUCATION AGREEMENT

AMENDMENT No. 5

THIS AMENDMENT is entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and LOS ANGELES BIOMEDICAL  
RESEARCH INSTITUTE AT HARBOR-  
UCLA MEDICAL CENTER, a California  
Non-Profit Public Benefit Corporation  
(hereafter "Institute")

WHEREAS, reference is made to that certain document entitled "MEDICAL RESEARCH AND EDUCATION AGREEMENT", dated June 2, 1992, and further identified as County Agreement No. H-201979, and any amendments thereto in effect as of the date hereof (all hereafter "Agreement"); and

WHEREAS, on June 15, 2010, the County Board of Supervisors (the "Board") approved a motion that extended the term of the Agreement for six months for the period of July 1, 2010 through December 31, 2010, to allow for continued negotiations of certain provisions in the Agreement, and instructed the Interim Director of Health Services to return to the Board for approval to further extend the term of the Agreement for the period of January 1, 2011 through June 30, 2012, with delegated authority to exercise two additional term extensions of up

to twelve months each through June 30, 2014, upon written notification to the Board;  
and

WHEREAS, any extensions should only be exercised to ensure this Agreement coincides with and is informed by the Board's adoption of a master plan for the Harbor –UCLA Medical Center campus; and

WHEREAS, it is the intent of the parties hereto to extend the Agreement and make changes to the terms and conditions; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective upon Board approval.
2. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced as follows:

“1. TERM: The term of this Agreement shall commence on July 1, 1991, and shall continue in full force and effect through June 30, 2012, with the option by the County to extend for up to two (2) additional one year periods. Either party may terminate this Agreement at any time for any reason by giving at least three hundred sixty-five (365) days prior written notice thereof to the other party unless the parties agree to terminate earlier pending completion of the master plan for the Hospital campus, which will result in a successor agreement.

The Director of Health Services may extend the term of the Agreement under the same terms and conditions as specified above following

approval by County Counsel and the County Chief Executive Office with notification to the Board.”

3. Paragraph 3, Institute's Use Of County Premises shall be amended to read as follows:

"3. INSTITUTE'S USE OF COUNTY PREMISES:

A. Authority to Use Space: Institute may use Hospital space identified in Exhibit "A" (attached hereto and incorporated herein by reference), and the real property and improvements under the ground lease between the parties, dated November 18, 1986, for Medical Research Building No. 1 hereafter, ("Ground Lease Agreement No. 1"), the second ground lease between the parties, dated October 31, 1989 (hereafter "Ground Lease Agreement No. 2"), the third ground lease between the parties, dated April 15, 1997 (hereafter "Ground Lease Agreement No. 3"), and the fourth ground lease between the parties, dated December 19, 2007 (hereafter "Ground Lease Agreement No. 4"), and other Hospital space requested by Institute which must first be approved as provided for in Subparagraph 3.E. hereinbelow. Institute shall reimburse County for the cost of space support services provided to it hereunder in accordance with the provisions of Paragraph 8 hereinbelow. As used herein, Ground Lease Agreement No. 1, Ground Lease Agreement No. 2, Ground Lease Agreement No. 3 and Ground Lease Agreement No. 4 are collectively referred to as the "Four Ground Leases".

If, at any time, a medical research or education project hereunder is found by Director not to benefit the delivery of health care to County's

patients or Director determines that certain space provided Institute in accordance with the provisions of the preceding paragraph (other than space provided to Institute under any of the Four Ground Leases) is needed for direct patient care or for other County purposes, then Director shall so notify Institute of his/her findings in writing. Institute, within five (5) days of receipt of said findings, shall respond thereto in writing to Director. If, after review of Institute's response, Director still finds that the medical research or education project(s) does (do) not benefit the delivery of health care to County's patients, or that the use of space for direct patient care or other County purposes is overriding, then Director shall notify Institute in writing that (a) the use of Hospital space in Units I or II as referenced in Exhibit "A" will be reduced, and (b) any services to Institute for the applicable project(s) in any such space needed for County purposes will be reduced. Director also shall immediately notify Board of these actions.

B. Physical Changes, Alterations, and Improvements to Hospitals and Area Premises: All plans and specifications, with respect to physical changes, alterations, or improvements to Hospital or other County premises deemed necessary by Institute to carry out a project or projects hereunder, shall be presented to the Director or his duly authorized designee, to the County's Director of Public Works or his/her duly authorized designee, and other appropriate County officials for their respective review and written approval before Institute may begin work on such changes, alterations, or improvements. The detailed procedures to be followed under this requirement may be obtained from

Hospital's Administrator. If complete approval or denial of a proposed change, alteration, or improvement is not made by each such County representative within one hundred twenty (120) days of Institute's written request to allow such change, alteration, or improvement, then Director or his designee, upon receiving written notice thereof from Institute, shall respond in writing within forty five (45) days and indicate the status of such request.

No work may be done by Institute unless all necessary building permits are secured and all applicable building code standards are satisfied. Before work is commenced on any approved change, alteration, or improvement hereunder with a cost in excess of \$25,000, Institute shall enter into a contractual agreement with the contractor(s) performing such work requiring such contractor(s) to obtain surety bonds assuring faithful performance and payment of laborers by the contractor(s). Each such surety bond shall be filed with the Director of County's Department of Public Works.

All costs incurred in connection with making any approved changes, alterations, or improvements shall be the sole obligation of Institute, except as such costs may be used by Institute as "in-kind" services for purposes of reimbursing County for services under Exhibit "B", attached hereto and incorporated herein by reference.

All property rights and interests to any such changes, alterations, or improvements, shall vest solely and immediately in County except that, during the term of this Agreement, Institute may utilize the Hospital premises so changed, altered, or improved for research and education



projects hereunder, subject, however, to other terms and conditions of this Agreement.

County will not depreciate the value of any of Institute's costs of such changes, additions, or improvements on County cost reports.

C. Space Support Services: All space support services for space utilized by Institute hereunder, defined as utilities (i.e., gas, water, and electricity), as well as routine building maintenance shall be provided by County (subject to reimbursement by Institute as provided for in Paragraph 8C hereinbelow), except where Institute has obtained the prior express written approval of Director or his designee for Institute to provide the space support services. Space support costs incurred by Institute hereunder shall be the sole expense of Institute except for the County's share of costs, or portion thereof, which are applied as "in-kind services" under Exhibit "B". Housekeeping services for space used by Institute hereunder shall be provided by Institute at Institute's costs. The provisions of this Subparagraph 3C shall not apply to any of the space provided to Institute under the Four Ground Leases referenced above, such that the provisions with respect to support services under the Four Ground Leases shall govern and control.

D. Leased Real Property: All property rights and interests to physical changes, alterations, and improvements to the real property respectively identified in the Four Ground Leases shall vest solely in County upon termination or expiration of such Four Ground Leases.

E. Approval by Board of Supervisors: The use by Institute of County space or resources, or both, in excess of that described both by

Exhibit "A" and in the Four Ground Leases referenced hereinabove, shall be submitted to the Director, to the Director of County's Public Works Department, to County's Chief Administrative Officer, and to County's Board of Supervisors for review and approval prior to commencement of any Institute project using such space or resources."

4. Agreement Paragraph 8. BILLING, REIMBURSEMENT, Subparagraph B. Ancillary Services and Supplies, shall be deleted in its entirety and replaced as follows:

"B. Ancillary Services, Supplies and Diagnostic Therapeutic Procedures:

1). Ancillary Services and Supplies: No less than once each month, on or before the twentieth (20th) of a month beginning the month after the commencement date of this Agreement, Hospital Administrator shall bill Institute the actual costs of ancillary services and supplies expended by County for Institute activities under this Agreement during the prior calendar month. Within thirty (30) days of its receipt of each such billing, Institute shall pay Hospital the sum billed by cash or check payment. Ancillary services and supplies include, but are not limited to, laboratory, pharmacy, radiology, photographic, computer services, and communication services which Institute may request in support of its projects and which Hospital Administrator may (but is not required to) furnish, if they are reasonably available.

2). Diagnostic and Therapeutic Procedures: Institute's need for diagnostic and therapeutic procedures (e.g., bronchoscopies) can be

purchased from the Hospital for research purposes, subject to MetroCare Region Chief Executive Officer's approval. Hospital Administrator shall bill Institute the fair market value rate of diagnostic and therapeutic procedures as appropriate. Within thirty (30) days of its receipt of such billing, Institute shall pay Hospital the sum billed by cash or check payment."

5. Agreement Paragraph 14. ADMINISTRATION OF AGREEMENT, shall be deleted in its entirety and replaced as follows:

"14. ADMINISTRATION OF AGREEMENT:

A. Director shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement.

B. Background and Security Investigations

All Institute staff performing work under this Agreement may undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. County shall perform the necessary background check.

County may request that the Institute staff be immediately removed from working on projects subject to this Agreement at any time during the term of this Agreement. County will not provide to the Institute nor to the

Institute's staff any information obtained through the County conducted background clearance.

County may immediately, at the sole discretion of the County, deny or terminate facility access to the Institute's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

Disqualification, if any, of the Institute's staff, pursuant to this subparagraph shall not relieve the Institute of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

Institute shall comply with County' policies and procedures attached hereto as Exhibit "G", Criminal Records Background Check/Live Scan Policy.

For non-County projects conducted by Institute or subcontractors on County premises, Institute shall provide to Director or his designee the following information: (a) on a monthly basis, a listing of all subcontractors (by name, location and department) working in or near Hospital's patient care areas or in safety/sensitive areas (e.g., pharmacy, medical records, nuclear medicine), together with evidence that a background and security clearance has been completed on such subcontractors; and (b) on a quarterly basis, a listing of all subcontractors (by name, location and department) working in other areas. County may immediately, at the sole discretion of the County, deny or terminate facility

access to the Institute's staff or subcontractors that do not pass such investigation(s) to the satisfaction of the County and whose background or conduct is incompatible with County facility access. County will not provide to the Institute nor to the Institute's staff any information obtained through the County conducted background clearance.

C. Medical Health Screening

Institute shall ensure that all of its staff and its subcontractor's staff working at County health facility (Harbor-UCLA Medical Center) have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "H", Health Screening: Non-County Workforce Members, and Exhibit "I", Medical Health Screening."

6. Agreement Paragraph 16, DELEGATION AND ASSIGNMENT, shall be deleted in its entirety and replaced as follows:

"16. ASSIGNMENT AND DELEGATION: The Institute shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this

Agreement shall be deductible, at County's sole discretion, against the claims, which the Institute may have against the County.

Shareholders, partners, members, or other equity holders of Institute may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Institute to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of Institute's duties, responsibilities, obligations, or performance of same by any entity other than the Institute, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Institute as it could pursue in the event of default by Institute. Nothing contained in this paragraph is intended to require Institute to seek County's express prior written approval in connection with (a) non-County funded medical research or educational services to be performed by third

parties as subcontractors under subcontracts with Institute, or (b) non-County funded medical research or educational services to be performed by Institute as a subcontractor under subcontracts with third parties; and any such subcontracts and the services provided thereunder without prior County approval shall not be deemed a breach of this Agreement.”

7. Agreement Paragraphs 21 and 22, “NONDISCRIMINATION IN EMPLOYMENT” AND “NONDISCRIMINATION IN CONDUCT OF RESEARCH EVALUATION PROJECTS”, respectively, shall be deleted in their entirety and replaced as follows:

“21. COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

A. The Institute hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

B. The Institute certifies and agrees that all persons employed by

it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

C. The Institute shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The Institute certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

E. The Institute certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal



and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

F. The Institute shall allow County representatives access to the Institute's employment records during regular business hours to verify compliance with the provisions of this Paragraph 21 when so requested by the County. County shall maintain the confidentiality of all such employment records to the extent authorized by law.

G. If the County finds that any provisions of this Paragraph 21 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a final, non-appealable and non-reviewable determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Institute has violated Federal or State anti-discrimination laws or regulations may constitute a finding by the County that the Institute has violated the anti-discrimination provisions of this Agreement.

H. The parties agree that in the event the Institute violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

I. Anti-discrimination in Services: (if applicable) Institute shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Institute shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard

to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

J. The Institute shall certify to, and comply with, the provisions of Exhibit "D" – "Contractor's EEO Certification."

**22. NON-DISCRIMINATION IN CONDUCT OF RESEARCH EDUCATION PROJECTS: [INTENTIONALLY DELETED]."**

8. Agreement Paragraph 23, CONFIDENTIALITY, shall be deleted in its entirety and replaced as follows:

"23. CONFIDENTIALITY:

A. Institute shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Institute shall defend County, its Special Districts, elected and appointed officers, employees, and agents (collectively, the "County Parties"), from and against any and all third party claims, demands, actions, causes of action, suits or other legal proceedings (collectively, "Claims") and shall indemnify and hold the County Parties harmless from and against all losses, liabilities, obligations, damages, judgments,

settlement amounts, administrative penalties and fines assessed, and costs and expenses (including, but not limited to, defense costs and legal fees, expert and consulting witness fees and charges) and any other applicable professional fees actually incurred by any of the County Parties in connection with any such Claims (collectively, "Losses") arising from, connected with, or related to any failure by Institute, its officers, employees, agents, or subcontractors, to comply with the provisions of this Paragraph 23. As used hereunder, the term "Claims" shall include, without limitation, claims, demands, actions, causes of action, suits or other legal proceedings brought against the County Parties by any of the employees or agents of County. Any legal defense pursuant to Institute's indemnification obligations under this subparagraph 23.B shall be conducted by Institute and performed by counsel selected by Institute and approved by County (not to be unreasonably withheld, conditioned or delayed; provided, however, that County shall have reasonable grounds, among others to deny such approval where (a) Institute's counsel of choice has an irreconcilable conflict of interest under the California Rules of Professional Conduct; (b) County has a good faith belief that Institute's counsel of choice failed to adequately represent County or a similar public agency within the past ten years or (c) Institute's counsel of choice has no demonstrated history of successfully representing the County or any other similar public agency within the past ten years. Notwithstanding the preceding sentence, County shall have the right to participate in the

defense of any Claim at its sole cost and expense, except that in the event that (i) Institute fails to defend County as required hereunder, or (ii) County makes a determination, in good faith and based upon reasonable justification, that Institute's counsel is failing to provide a full and adequate defense of such Claim, then County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Institute for all costs and expenses incurred by County in doing so; provided, however, that under no circumstances will Institute be required to pay for representation from more than one legal firm, or for a legal firm in addition to County Counsel, under such circumstances. Institute shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case with respect to any Claim, on behalf of County without County's prior written approval.

C. Institute shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

D. Institute shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit "E".

9. Agreement Paragraph 26, CONFLICT OF INTEREST, shall be deleted in its entirety and replaced as follows:

"26. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Institute or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Institute who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Institute shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Institute warrants that it is not now aware of any facts that create such a conflict of interest. If the Institute hereafter becomes aware of any facts that might reasonably be expected to create such a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a reasonably complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement."

10. Agreement Paragraph 32, CONFLICT WITH GROUND LEASE AGREEMENT, shall be deleted in its entirety and replaced as follows:

"32. CONFLICT WITH GROUND LEASE AGREEMENTS.

In the event that any of the terms or provisions of this Agreement conflict with or are inconsistent with any of the terms and provisions of the Four Ground Leases, then the terms and provisions of the Four Ground Leases shall in all cases govern and be deemed to control.”

11. Agreement Paragraph 34, EMPLOYMENT ELIGIBILITY VERIFICATION, shall be deleted in its entirety and replaced as follows:

“34. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Institute warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Institute shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. The Institute shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Institute shall defend the County Parties from and against any and all Claims, and shall indemnify and hold the County Parties harmless from all resulting employer sanctions and any other liability which may assessed against, incurred or suffered by the County Parties in connection with any alleged violation of any Federal or State statutes or

regulations by Institute or County (or both) pertaining to the eligibility for employment or any persons performing work on behalf of Institute under this Agreement.”

12. Agreement Paragraph 37, INSTITUTE’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement as follows:

“37. INSTITUTE’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Institute acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Institute qualifies for an exemption or exclusion, Institute warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.”

13. Agreement Paragraph 38, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement as follows:

“38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX



REDUCTION PROGRAM: Failure of Institute to maintain compliance with the requirements set forth in Paragraph 37 above shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Institute to cure such default within ten (10) working days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Institute, pursuant to County Code Chapter 2.206."

14. Agreement Paragraph 39, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), shall be added to the Agreement as follows:

"39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT ("HITECH") The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Under this Agreement, the Institute provides services to the County and the Institute receives, has access to, and/or creates Protected Health Information as defined in Exhibit "F" in order to provide those services. The County and the Institute therefore agree to the terms of Exhibit "F", Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (Business Associate Agreement).”

15. Agreement Exhibit B, Paragraph B. Building Renovations, first sentence shall be amended to read as follows:

“B. Building Renovations Unit II building renovations and improvement (except those which are covered in the Four Ground Leases) paid for at Institute’s expense which are unrelated to research activities conducted by Institute.”

16. Agreement Exhibit B, Paragraph G. County Faculty and Fellows Office Space, shall be amended to read as follows:

“G. County Faculty and Fellows Office Space: Cost for the provision of County faculty office space in the research buildings associated with the Four Ground Leases and space provided to County faculty and fellows in Unit II buildings which were constructed by Institute at Institute’s expense.”

17. Agreement Exhibit B, Paragraph H. Laboratory Tests Performed on County Patients, Valuation Methodology, and Documentation, shall be deleted in its entirety.

18. As of January 1, 2011, Exhibits “A”, “D”, “E”, “F”, “G”, “H”, and “I”, attached to this Amendment shall be added to the Agreement, and are hereby incorporated herein by reference.

19. The parties agree that Exhibit “F” shall supersede and replace the provisions of Amendment No. 2 dated March 26, 2003, and Amendment No. 3 dated April 20,

2005 to the Agreement, for the period beginning from Board approval of this Amendment to the expiration of the term of the Agreement (as such term has been modified by this Amendment).

20. Except for the changes set forth hereinabove, the Agreement shall not be changed in any other respect by this Amendment, and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Interim Director of Health Services and Institute has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

LOS ANGELES BIOMEDICAL RESEARCH  
INSTITUTE AT HARBOR-UCLA MEDICAL  
CENTER, a California Non-Profit Public Benefit  
Corporation Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF  
ANDREA ORDIN  
COUNTY COUNSEL

**EXHIBIT A**  
**LOS ANGELES COUNTY/HARBOR-UCLA MEDICAL CENTER**  
**SPACE OCCUPANCY LISTING**

<b>UNIT I</b>		
<b>5th Floor of the Main Hospital</b>		
<b>Square Footage</b>	<b>Location</b>	<b>Department</b>
120.10	5-L-2B	GCRC OFFICE
256.50	5-L-2	OFFICE
141.20	5E-GCRC11	OFFICE
164.70	5-L-2A	OFFICE
10.70	LC501	LINEN CLOSET
102.90	5E-26	CONFERENCE ROOM
70.00	5E-GCRC27	MEDICATION ROOM
19.90	5E-GCRC28	SHOWER
20.40	RR502	TOILET ROOM
187.40	5E-GCRC NS	NURSES STATION
69.90	5E-GCRC25	OFFICE
183.90	5E-25	COMPUTER SERVER/OFFICE
132.50	5E-GCRC24	UTILITY ROOM
91.90	5E-GCRC24A	STORAGE
298.50	5E-GCRC22	KITCHEN
444.30	5E-GCRC CORRIDOR	CORRIDOR
388.00	5E-GCRC CORRIDOR	CORRIDOR
195.40	5E-GCRC12	PATIENT ROOM/PATIENT TOILET
195.40	5E-GCRC13	PATIENT ROOM/PATIENT TOILET
193.80	5E-GCRC14	PATIENT ROOM/PATIENT TOILET
197.00	5E-GCRC15	PATIENT ROOM/PATIENT TOILET
209.50	5E-GCRC16	PATIENT ROOM/PATIENT TOILET
169.00	5E-GCRC17	PATIENT LOUNGE
207.50	5E-GCRC18	PATIENT ROOM/PATIENT TOILET
193.50	5E-GCRC19	PATIENT ROOM/PATIENT TOILET
193.50	5E-GCRC20	OUTPATIENT ROOM/TOILET
<b>4,457.40</b>	<b>TOTAL Unit I</b>	
<b>UNIT II</b>		
<b>Square Footage</b>	<b>Location</b>	<b>Department</b>
9,933.00	B-1	LABioMed (MED/PATH./RES.PHARMACY)
7,345.00	B-2	LABioMed (RECORDS)
1,440.00	B-2 WEST TRAILER	SCHOOL OF RADIOLOGIC TECHNOLOGY
3,600.00	B-3	OUTPATIENT PSYCHIATRY
929.00	B-3 ANNEX	MEDICAL RECORDS
8,248.00	B-4	LABioMed (PSYCHIATRY)
408.00	B-4 TRAILER	LABioMed (NEUROSURGERY)
12,882.00	C-1 & C-1 ANNEX	LABioMed (MEDICINE)
4,471.00	C-2	LABioMed (MEDICINE, OB/GYN & PATH.)
600.00	C-2 TRAILER	LABioMed (ADMINISTRATION)
4,407.00	C-3	LABioMed (SURGERY)
875.00	COTTAGE #14	PUBLIC HEALTH
875.00	COTTAGE #16	NURSING/HOME HEALTH CARE
875.00	COTTAGE #18	MEDICAL RECORDS
9,468.00	D-1	LABioMed (ANIMAL CARE)
1,420.00	D-2.5	PSYCHIATRY
1,762.00	D-2 ANNEX	LABioMed (PSYCHIATRY)
5,571.00	D-3	LABioMed (OB/GYN & MEDICINE)
6,446.80	D-3.5	FINANCE/ INFORMATION MGNT.
1,440.00	D4.5	OUTPATIENT PSYCHIATRY
4,532.00	D-5	OUTPATIENT PSYCHIATRY
678.70	D-5 RAMP OFFICE	OUTPATIENT PSYCHIATRY
<b>UNIT II (Continued)</b>		

**EXHIBIT A**  
**LOS ANGELES COUNTY/HARBOR-UCLA MEDICAL CENTER**  
**SPACE OCCUPANCY LISTING**

<b>Square Footage</b>	<b>Location</b>	<b>Department</b>
240.00	D-5 RESTROOM	OUTPATIENT PSYCHIATRY
1,200.00	D-5 ANNEX	OUTPATIENT PSYCHIATRY
5,533.20	D-5.5	OUTPATIENT PSYCHIATRY
4,114.00	D-6	OUTPATIENT PSYCHIATRY
768.00	D-6 RAMP OFFICE	OUTPATIENT PSYCHIATRY
11,520.00	D-9	EMERGENCY MEDICINE/TRAUMA
1,649.00	E-1	LABioMed (ANIMAL CARE)
2,403.00	E-1 ANNEX	LABioMed (ANIMAL CARE)
3,973.00	E-2	LABioMed (MEDICINE)
1,200.00	E-2.5	LABioMed (NETWORK OPERATIONS CENTER)
10,024.00	E-3	LABioMed (PITUITARY HORMONE CENTER)
10,946.00	E-4	LABioMed (PEDIATRICS)
512.00	E-4 TRAILER E. SIDE	LABioMed (FAMILY MEDICINE)
512.00	E-4 TRAILER W. SIDE	LABioMed (ADMINISTRATION)
4,790.00	E-5	LABioMed (CLINICAL TRIALS/MEDICINE)
10,946.00	E-6	LABioMed (PEDS/MED/SURG/OBGYN/PATH)
3,014.00	E-6 TRAILER	LABioMed (ANESTH/PATH)
2,500.00	F-0	LABioMed (ANIMAL CARE)
7,454.00	F-1	LABioMed (ANIMAL CARE)
1,273.00	F-1 ANNEX	LABioMed (ANIMAL CARE)
1,840.00	F-2	LABioMed (ANIMAL CARE)
5,454.00	F-3	FACILITIES MANAGEMENT (TRANP., CARP. SHOP)
9,450.00	F-3.5	FACILITIES MANAGEMENT ( CARP. SHOP)
5,904.00	F-4	FACILITIES MANAGEMENT / HPA
1,430.00	F-4.5 TRAILER	INFORMATION SYSTEMS
3,918.00	F-5	To be demolished
758.00	F-5 TRAILER	To be demolished
4,242.00	F-6	To be demolished
3,877.00	F-7	SURGERY/PATHOLOGY
2,919.00	F-8	SLEEP ROOMS/RESOURCE CENTER
1,123.80	F-8 ANNEX	RESOURCE CENTER
3,984.00	F-9	PHARMACY/STORAGE/To be demolished
1,200.00	F-9 TRAILER (ANNEX)	To be demolished
5,040.00	F-10	QUALITY ASSESSMENT RESOURCE MANAGEMENT
830.00	H-1	LAC TRANSPORTATION
3,072.00	HAZMAT STORAGE	ENVIRONMENTAL HEALTH & SAFETY
2,160.00	J-2	LABioMed (MEDICINE/PEDIATRICS)
5,450.00	J-3	LABioMed (MED. ONC./HEM./NEURO.)
4,656.00	J-4	LABioMed (REHAB. CLINICAL TRAILS CENTER)
6,233.40	L-2/L-3	HUMAN RESOURCES/FINANCE/ To be demolished
3,600.00	L-4	HUMAN RESOURCES/INFO SYS/To be demolished
2,880.00	L-5	LABioMed (OB/GYN/MED)/To be demolished
19,200.00	M-1	FACILITIES MANAGEMENT
2,257.00	N-06	MEDICAL RECORDS
1,500.00	N-07	SURGERY
11,400.00	N-08	RADIOLOGY FILES
9,793.00	N-09	MEDICAL RECORDS CHART FILES
1,515.30	N-11	RADIOLOGY
1,536.00	N-12	LABioMed (HUMAN RESOURCES)
14,181.00	N-14	LABioMed (ADMINISTRATION)
1,183.00	N-16	LABioMed (ADMINISTRATION)
2,086.00	N-17	PATIENT RESOURCE CENTER/SNACK BAR
2,160.00	N-18	NURSING/PROF. PRACTICE AFFAIRS
1,752.00	N-20	AUDIOLOGY
2,592.00	N-21	LABioMed (MEDICINE)
<b>UNIT II (Continued)</b>		

**EXHIBIT A**  
**LOS ANGELES COUNTY/HARBOR-UCLA MEDICAL CENTER**  
**SPACE OCCUPANCY LISTING**

<b>Square Footage</b>	<b>Location</b>	<b>Department</b>
2,650.00	N-22	CLINICAL SOCIAL WORK/OUTPATIENT PHARM.
11,350.00	N-24A	OUTPATIENT CLINICS
3,600.00	N-24B	OUTPATIENT CLINICS
3,764.00	N-24C	OUTPATIENT CLINICS
26,520.00	N-25	FINANCE/PEDIATRICS/NEUROLOGY
2,592.00	N-26	CHILD CRISIS CENTER
470.00	N-26A TRAILER	CHILD CRISIS CENTER
325.00	N-26B TRAILER	CHILD CRISIS CENTER
1,440.00	N-26C	K.I.D.S. CLINIC
12,881.00	N-28	WOMEN'S HEALTH CARE CENTER
4,800.00	N-31	OCCUPATIONAL & PHYS. THERAPY
3,600.00	N-32	ENVIRONMENTAL HEALTH & SAFETY
5,520.00	N-33	OPTIONS FOR RECOVERY
1,125.00	N-34	DHS CHILD HEALTH DISAB. & PREVENT.
1,700.00	PAINT SHOP	FACILITIES MANAGEMENT
2,450.00	T-1	FACILITIES MANAGEMENT (TRANSPORTATION)
<b>408,741.20</b>	<b>TOTAL UNIT II</b>	
<b>NOTE:</b>		
A. Billing for space and space support services will be based upon actual space occupied, which will not necessarily be all space listed.		
B. The Unit II space listed above excludes, at minimum, the following space:		
<b>Square Ftg.</b>	<b>Location</b>	<b>Department</b>
23,435.00	CHILD/FAMILY DEV. CTR.	CHILDREN'S INSTITUTE INTERNATIONAL (CII)
14,400.00	IMAGING CENTER/MRI	INSIGHT
54,087.00	PROFESSIONAL BLDG./MFI	MEDICAL FOUNDATION INC.
24,593.00	RB-1	LABioMed (MED/OB/GYN/PEDS)
31,489.00	RB-2	LABioMed (MEDICINE/SURGERY)
5,567.00	RB-2 ANNEX	LABioMed (ANIMAL CARE)
23,134.00	RB-3	LABioMed (VACCINE CTR/MED/ADMIN/GCRC)
14,372.00	RB-4	LABioMed (PEDS/MED/PSYCH)

**EXHIBIT D**

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a Medical Research and Education Agreement with the County of Los Angeles to provide certain services to the County (as amended, the "MRE Agreement"). The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement (this "Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the MRE Agreement are Contractor's sole responsibility. Contractor also understands that its employees (Contractor's Employees) that will provide services in the MRE Agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff and Contractor's Employees must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of the performance of work by Contractor's Staff and Contractor's Employees under the MRE Agreement.

Contractor understands and agrees that Contractor's Staff and Contractor's Employees are not, except as provided in the last sentence to this paragraph, employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff and Contractor's Employees do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the MRE Agreement. Contractor understands and agrees that Contractor's Staff and Contractor's Employees will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles in connection with their services under the MRE Agreement. Notwithstanding any other provision in this Agreement, Contractor and the County acknowledge that certain of Contractor's Employees may also be employed by the County and that such persons may be entitled to rights and benefits as a result thereof, but these persons will not perform services under the MRE Agreement while on County time.

CONFIDENTIALITY AGREEMENT:

Contractor, Contractor's Employees and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor, Contractor's Employees and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor, Contractor's Employees and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor, Contractor's Employees and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor, Contractor's Employees and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Agreement as a condition of work to be provided by Contractor's Employees and Contractor's Staff for the County.

Contractor, Contractor's Employees and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the MRE Agreement between Contractor and the County of Los Angeles. Contractor, Contractor's Employees and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor, Contractor's Employees and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, County proprietary information, any other proprietary information of which the County has an interest, and all other original materials produced, created, or provided to Contractor, Contractor's Employees and Contractor's Staff under the MRE Agreement. Contractor, Contractor's Employees and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor, Contractor's Employees and Contractor's Staff agree that if proprietary

information supplied by other County vendors is provided to them during the term of the MRE Agreement, Contractor, Contractor's Employees and Contractor's Staff shall keep such information confidential.

Contractor, Contractor's Employees and Contractor's Staff agree to report any and all violations of this Agreement by Contractor, Contractor's Employees and Contractor's Staff and/or by any other person of whom Contractor, Contractor's Employees and Contractor's Staff become aware.

Contractor, Contractor's Employees and Contractor's Staff acknowledge that violation of this Agreement may subject Contractor, Contractor's Employees and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

POSITION:

\_\_\_\_\_

**AGREEMENT**  
**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"**  
**UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY**  
**FOR ECONOMIC AND CLINICAL HEALTH ACT**  
**(BUSINESS ASSOCIATE AGREEMENT)**

Under this Business Associate Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## **OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information.** Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

### **2.2 Prohibited Uses and Disclosures of Protected Health Information.** Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number 1(800) 711-5366.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;



- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
  - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
  - (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions

that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information



## POLICIES AND PROCEDURES

**SUBJECT:** CRIMINAL RECORDS BACKGROUND CHECK/LIVE SCAN POLICY

**POLICY NO:** 703.1

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**PURPOSE:**

To ensure that candidates selected for hire, promotion or transfer from another department and non-County workforce members do not have a criminal record that may conflict with the duties assigned and/or a criminal conviction that might pose a potential threat to the Department of Health Services (DHS) or the public in performance of duties.

**SCOPE:**

The provisions of this policy and procedure must be applied to all potential workforce members; this includes employees, contract staff, affiliates, volunteers, trainees, and any other persons who may perform work under the control of DHS, whether or not they receive compensation from the County.

The following statements apply to contract staff, vendors and maintenance crews (e.g., landscapers): The provisions of this policy apply to persons who provide direct patient care, who work in or near patient care areas, or in safety/security sensitive areas (e.g., pharmacy, medical records, nuclear medicine) **within a hospital or facility**. Persons who perform work **external to a hospital or facility** will not be fingerprinted, but must still meet all other standards in accordance with terms of the contract/formal agreement and other applicable County/DHS policies.

**POLICY:**

DHS acknowledges that patients have the right to be free from mental, physical, sexual, and verbal abuse, neglect, harassment, exploitation and the reporting thereof without fear of retaliation. Additionally, the intent of this policy and procedure is to safeguard those patient rights by conducting criminal background checks on all potential workforce members, including those transferred or promoted to sensitive positions, as defined below.

All candidates selected for hire, promotion to a sensitive position or transfer from another department and non-County workforce members will participate in a criminal background check. The criminal background check will include fingerprinting and Live Scan (CADOJ) and/or the FBI, as applicable. State and federal licensing and administrative agencies may also be contacted. All information resulting from the criminal background check or from an

**APPROVED BY:**

**EFFECTIVE DATE:** September 1, 2009

**REVIEW DATES:**

**SUPERSEDES:** September 1, 2001

# DEPARTMENT OF HEALTH SERVICES COUNTY OF LOS ANGELES

**SUBJECT:** CRIMINAL RECORDS BACKGROUND CHECK/LIVE SCAN POLICY

**POLICY NO.:** 703.1

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employment application/information sheet will be reviewed for conduct incompatible with County employment. Any such conduct will be evaluated based on the nature of the conviction, job nexus, and amount of time elapsed since the conviction.

In accordance with Civil Service Rule 6.04, the Department may refuse to accept an application for a position if the candidate has been convicted of a crime or who is guilty of conduct incompatible with County employment/assignment, whether or not it amounts to a crime. The conviction may not be disqualifying if it is determined that there were mitigating circumstances or that the conviction is not related to the position and poses no threat to the County or the public. Prospective employees with criminal convictions may still be accepted and placed in a position for which they qualify and in which their previous conviction does not pose a risk.

Prospective workforce members who do not answer questions related to conviction information will be rejected.

Any current workforce member **charged** with a crime (including traffic violations, if position requires driving on County business) shall report being charged with such crime to DHS Human Resources within 72 hours of becoming aware of the charge. A current workforce member **convicted** of a crime (including a traffic violation, if position requires driving on County business) shall report the conviction to DHS Human Resources (HR) Performance Management Unit (PMU) within 24 hours of the conviction. Failure to report may result in disciplinary action, including discharge or termination from assignment. DHS HR PMU will review the charges/conviction to determine if a job nexus exists. All information reported to DHS Human Resources will only be released on a "need-to-know" basis as required to determine a job nexus.

## **DEFINITION:**

For purposes of this policy, all positions within the Department of Health Services are considered "sensitive." Sensitive positions are positions that involve duties that may pose a threat or risk to the County or to the public when performed by workforce members who have a criminal history incompatible with those duties, whether those workforce members are paid or not paid by the County. Such duties may include, but are not limited to:

- positions that involve the care, oversight, or protection of persons through direct contact with such persons;
- positions having direct or indirect access to funds or negotiable instruments;

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**EFFECTIVE DATE:** September 1, 2009

**SUPERSEDES:** September 1, 2001

**PAGE 2 OF 3**



**DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES****SUBJECT:** CRIMINAL RECORDS BACKGROUND CHECK/LIVE SCAN POLICY**POLICY NO.:** 703.1

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- positions that require state and/or professional licensing;
- positions that involve public safety and/or law enforcement;
- positions that have access to or are in charge of drugs or narcotics;
- positions that involve access to confidential and/or classified information, including criminal conviction information;
- positions that involve the care, oversight, or protection of County, public, or private property; and
- positions that are subject to provisions related to homeland security.

**AUTHORITY:**

Civil Service Rules 6.04, 10, 18.031

LA County Code Section 5.12.110

Employee Evaluation &amp; Discipline Guidelines, Section 5060, Subsection C, Misconduct, Item 17

Board of Supervisors Resolution, Intention to Provide for the Access of Criminal History Information for Employment in Sensitive Positions, November 10, 1998.

Board of Supervisors Motion, Amendment to Item 38-C (MLK MACC – Auditor-Controller Report), October 28, 2008

California Penal Code Sections 11105(b)(10) and 13300(b)(10)

Letter, California Department of Public Health to All California Radioactive Materials Licensees Authorized to Possess Radioactive Material in Quantities of Concern. Subject:

Implementation of Fingerprinting and Criminal History Record Checks for Unescorted Access to Radioactive Material in Quantities of Concern, June 5, 2008

Joint Commission Standard, HR 01.02.05

Centers for Medicare and Medicaid Services (CMS) Standards A0058

**CROSS REFERENCES:**

Department of Human Resources, Policy Procedure and Guideline 514, Designated Sensitive Positions and Requirements for Criminal History Information

DHS Policies:

728.000, Non-County Workforce Members

935.00 – 935.20, Data Security Policies

918.6, Design/Construction and Maintenance Risk Assessment: Policies and Procedures – Criminal Background Check Policy

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**EFFECTIVE DATE:** September 1, 2009**SUPERSEDES:** September 1, 2001**PAGE 3 OF 3**



## POLICIES AND PROCEDURES

**SUBJECT:** HEALTH SCREENING: NON-COUNTY WORKFORCE MEMBERS

**POLICY NO:** 705.001

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**PURPOSE:**

To ensure non-County workforce members comply with the various federal and state laws and regulations and County policies governing non-County workforce members' health screenings and to provide guidance on medical follow-up and surveillance of non-County workforce members.

**SCOPE:**

This policy applies to any and all persons authorized to provide a service or perform duties within any Department of Health Services (DHS) facility/program who are non-County workforce members. This includes, but is not limited to, physicians, nurses, allied health/technical staff, rotating physician postgraduates from formally-affiliated teaching programs/approved rotation, students, administrative support staff, volunteers, trainees, vendors, contract staff, and non-DHS County employees whose conduct of work performance is under the direct control of DHS, whether or not they receive compensation from the County.

**POLICY:**

It is the policy of DHS to provide its workforce with a safe and healthy work environment. All persons who work at a County health facility must have appropriate documentation of health clearance or required health screening.

Exception: Non-County workforce members working on health facility grounds but not within the walls of a hospital or health facility and who do not have contact with patients or other workforce members as part of their assignment do not need a health screening. If the non-County workforce member's job or assignment requires providing patient care or working in a patient care area, the non-County workforce member must adhere to all facility infection control standards which include initial and annual health screenings, and immunizations.

Prior to assignment, all non-County workforce members must satisfactorily complete a health screening conducted by their physician or licensed health care professional (PLHCP) prior to assignment to determine if the workforce member meets the health screening requirements established for the prospective job assignment and to meet state and federal health and safety regulations.

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**APPROVED BY:**

A handwritten signature in black ink, appearing to be "M. J. [unclear]".

**REVIEW DATES:**

**EFFECTIVE DATE:** October 1, 2010

**SUPERSEDES:**

**DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES****SUBJECT: HEALTH SCREENING: NON-COUNTY WORKFORCE MEMBERS****POLICY NO.: 705.001**

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Non-County workforce members and students must provide Employee Health Services (EHS) with documentation of health screening (e.g., immunization records, TB screening tests) from their PLHCP or school, as applicable.

If the prospective workforce member is a minor (person under 18 years of age), consent is required from the minor's parent or legal guardian prior to obtaining medical information or conducting a health screening or services on the minor unless he/she can consent to such services on his/her own behalf or can document he/she is an emancipated minor. The guardian must be present, with a valid identification, to sign the consent form.

Workforce members evidencing symptoms of infectious disease or reasonably suspected of evidencing symptoms of infectious disease may be medically screened prior to providing patient care. Workforce members determined to have infectious potential shall be denied or removed from patient contact and work duties as deemed necessary to protect the safety of patients and workforce members, as appropriate.

Pre-placement health screening and annual health screening/surveillance for non-County workforce members will be provided in accordance with terms of the contract/agreement or Memorandum of Understanding (MOU).

**PRE-PLACEMENT/ASSIGNMENT SCREENING**

Pre-placement health screening and annual health screening/surveillance for non-County workforce members will be provided in accordance with terms of the contract/agreement or Memorandum of Understanding (MOU). Fees and costs for these EHS services may be billed to the contractor or agency, as appropriate.

The pre-placement/assignment health screening will be conducted by the prospective non-County workforce member's PLHCP or designee. The prospective non-County workforce member is required to present the EHS Certification Form (Form E2) from their PLHCP that states he/she was appropriately screened using County criteria.

County criteria includes the following forms that are to be completed. The forms are available via the DHS Internet website and include TB screening and immunization information.

- TB History and Evidence of Immunity (Form B-NC)
- Declination Form, as needed (Form K-NC)

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**EFFECTIVE DATE:** October 1, 2010**SUPERSEDES:****PAGE 2 OF 5**

**DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES****SUBJECT: HEALTH SCREENING: NON-COUNTY WORKFORCE MEMBERS****POLICY NO.: 705.001**

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- Respiratory Fit Test Record and appropriate questionnaire (based on exposure risk) (Form O-NC, P-NC, N-NC)
- Non-County Workforce Member Health Clearance Certification (Form E2)

The Certification Form (Form E2) must be completed by the workforce member and healthcare provider. The contractor/contract agency must attest that EHS staff will be provided with source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health screening will be maintained by the contractor/contract agency. Fees and costs for these EHS services may be billed to the contractor or agency, as appropriate.

Facility Liaisons/contract monitors are required to ensure non-County workforce members receive the appropriate forms, submits them to their facility EHS, and has obtained health clearance before a badge is issued and prior to beginning his/her assignment.

**ANNUAL HEALTH SCREENINGS**

(All non-County workforce members – No exceptions.)

All non-County workforce members are expected to comply with annual health screenings. Unless provided for per contract/agreement, the non-County workforce member shall have their PLHCP conduct the screening in accordance with County policy and procedures. The non-County workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP must complete the documents and submit them to the contractor/contract agency with the completed Certification Form (Form E2).

County criteria requires the following forms that are to be completed annually

- Non-County Workforce Member Annual Health Questionnaire (Form E-NC)
- Non-County Workforce Member Health Clearance Certification (Form E2)
- Declination Form, as needed (Form K-NC)
- Respiratory Fit Test Record and appropriate questionnaire (based on exposure risk) (Form O-NC, P-NC, N-NC)

Non-County workforce members may be given a reminder to comply with annual health screening requirements. Non-County workforce members who do not comply with annual or other health screening requirements will be given a letter indicating they have until the end of the month to comply. A copy of the "letter" will be provided to the workforce member's supervisor for action. Failure to provide documentation of timely health screening/clearance

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**EFFECTIVE DATE:** October 1, 2010**SUPERSEDES:****PAGE 3 OF 5**

# DEPARTMENT OF HEALTH SERVICES COUNTY OF LOS ANGELES

**SUBJECT:** HEALTH SCREENING: NON-COUNTY WORKFORCE MEMBERS

**POLICY NO.:** 705.001

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will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

## **SPECIAL GROUPS**

**Health Professions Students** are non-County workforce members who are registered in the County's sponsored health professional schools.

Newly enrolled students will undergo a health screening for communicable disease after passing the DOJ. No physical exam is to be conducted. An initial pre-assignment health screening, and annually thereafter, are required and will be provided by the County at no cost. After clearance by EHS, an ID badge is issued.

**Volunteers** are non-County workforce members who are typically processed through the Volunteer Office.

Individuals completing an application for Volunteer Services must undergo a health screening for communicable disease after passing the DOJ. No physical exam is to be conducted. An initial pre-assignment health screening, and annually thereafter, are required and will be provided by the County at no cost. After clearance by EHS, an ID badge is issued.

**Professional Staff Association (PSA)** are non-County volunteer physicians

Individuals completing an application with Medical Administration must undergo a health screening for communicable disease after passing the DOJ. No physical exam is to be conducted. An initial pre-assignment health screening, and annually thereafter, are required. The health screenings will be provided by the County at no cost. After clearance by EHS, an ID badge is issued.

**Vendors** (persons who sell, repair, or supply products and sales representatives),

Vendors who require access to patients or patient care areas are required to adhere to all facility infection control standards which include initial and annual health screenings, and immunizations.

## **SURVEILLANCE/EXPOSURE**

(All non-County workforce members – No exceptions.)

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**EFFECTIVE DATE:** October 1, 2010

**SUPERSEDES:**

**PAGE 4 OF 5**

**DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES****SUBJECT:** HEALTH SCREENING: NON-COUNTY WORKFORCE MEMBERS**POLICY NO.:** 705.001

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Non-County workforce members who experience a potential exposure to an occupational hazard (e.g., needlesticks) may go to their facility EHS during business hours or Emergency Department for initial treatment within the treatment window. Emergency services provided post-exposure within the allowable time frames will be billed to the contractor or agency.

**Note:** Non-County workforce members exposed to an occupational hazard will not be included in our surveillance program. Their follow-up treatment and health assessments will be conducted through their personal physician or contract agency as required by law.

**REPORTING REQUIREMENTS**

Non-County workforce members who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulations.

**AUTHORITY:**

California Code of Regulations,  
8 CCR §§ 5144, 5193, 5199  
17 CCR Chapters 4 and 8  
22 CCR §70723

**CROSS REFERENCES:**

DHS Policies:

212.2 Interim Policy & Procedure to Assure Public Health Worker Health Assessments by  
Access to DHS EHS Units  
705 Health Evaluation – DHS Employees  
925.000 Employee Health Services Program

EHS Forms B-NC, E-NC, E2, K-NC, N-NC, O-NC, P-NC,

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**EFFECTIVE DATE:** October 1, 2010**SUPERSEDES:****PAGE 5 OF 5**

## Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

## **Medical Health Screening**

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.